IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

R. S .A. No. 1088 of 2005
Date of decision: 22.11.2007

M.L.Nohria **...Appellant**

Versus

Gulshan Singh Bedi **...Respondent**

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. R.K.Chhibbar, SeniorAdvocate with
Mr. Anand Chhibar, Advocate for the appellant.

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RAJESH BINDAL, J.

The plaintiff is in second appeal before this Court against concurrent findings of facts by both the Courts below whereby suit filed by him for recovery of Rs. 48,000/- (Rs. 30,000/- as principal and Rs. 18,000/- as interest) was dismissed.

The claim made by the appellant/plaintiff in the suit was that respondent/defendant borrowed a sum of Rs. 30,000/- as friendly loan on February 8, 1998 for a period of two months without interest and in case of failure to refund the amount, the same was to carry interest @ 24% per annum. A receipt as token of acknowledgment was signed by respondent/defendant in the presence of Anil Kumar and Iqbal Singh. The claim was contested by respondent while denying receipt of any amount from the appellant as loan or signing the receipt. It was further submitted that the suit is nothing else but result of a rift between the parties with regard to differences over withdrawal of nomination by the respondent in the election of Vaypar Mandal in favour of some other candidate on account of which the appellant suffered. Besides other technical objections regarding suit being false and frivolous, time barred and the same having not been properly stamped etc. were taken.

To prove his case, the appellant examined two witnesses including one of the marginal witnesses to the alleged receipt of Rs. 30,000/- besides himself. On the other hand, respondent examined an expert witness, who found that signature of respondent as appended on the

alleged receipt is forged one. The marginal witness produced by the appellant could not identify the other witness to the document. On appreciation of evidence led by the parties, learned trial court found that the alleged receipt was a forged and fabricated document, which did not confer any right on the appellant and accordingly, the suit was dismissed. Even before the Ist Appellate Court, the appellant failed.

On August 16, 2007when the appeal came up for hearing before this Court, learned counsel for the appellant sought time to produce power of attorney and written statement showing the signature of the respondent. Today the learned senior counsel for the appellant has produced the alleged receipt Ex. C-3 vide which the respondent had allegedly acknowledged the receipt of Rs. 30,000/-, the written statement filed by him and power of attorney. The signature of respondent on these three documents have been perused by this Court. The signature on alleged receipt Ex. C-3 is short whereas the signature of written statement and power of attorney are completed one. From a bare perusal with naked eyes, one could make out the forming of letters in the signature of respondent on the alleged receipt do not in any manner tally with his signature as contained on the power of attorney and written statement. This is what has been opined by the Courts below as well on appreciation of the evidence led by the parties. Not only this even a perusal of the document Ex. C-3, the alleged receipt, also does not inspire confidence in the arguments being raised by the appellant. The same reads as under:-

> "I have received Rs. 30,000/- (Rs. Thirty thousand only) as Friendly Loan from Sh. Murari Lal Nauhria s/o Sh. Kainthali Ram R/o Sewak Colony, Patiala for two months without any interest. If I do not pay the said amount in time than I shall pay interest @ at the rate of 24% per annum.
>
> Dated: 8.2.1998
>
> | | | |
> |---|---|---|
> | Sd/ | Sd/- | Sd/- |
> | (Anil Kumar) | (G.S.Bedi) | (Iqbal Singh) |
> | s/o Sh. Jagdish Rai | s/o Sh. Ravail Singh | s/o Sh.Jawand Singh |
> | r/o Jourian Bhatian | r/o Namdhar Khan Road | r/o Khalsa Mohalla |
> | Patiala | Patiala | Patiala" |

A perusal of the document does not show at all as to who had taken the loan

from the appellant. The signature of the respondent, who is claimed to be loanee are in the middle whereas the signature of two alleged witnesses are on his both sides. Normally the document is not executed in the manner it has been. It has not at all been specified in the document as to who is the signatory to the document acknowledging the loan against any of the parties, who had signed the document. It is not mentioned as to whether he is signing the document as a loanee or as a witness.

In view of my above discussion, I do not find any substantial question of law arises in the present appeal. The findings recorded by the Courts below are plain and simple findings of fact.

The appeal is dismissed.

November 22, 2007 **(Rajesh Bindal)**
Pka **Judge**